

# **EXHIBIT A**

**UNITED STATES DISTRICT COURT  
SOUTHERN DISTRICT OF FLORIDA  
MIAMI DIVISION**

**NINGBO YONGJIA AIDUO  
AUTO PARTS MANU CO., LTD.,**

Plaintiff,

v.

**THE INDIVIDUALS, PARTNERSHIPS  
AND UNINCORPORATED  
ASSOCIATIONS IDENTIFIED ON  
SCHEDEULE "A", including**

**WAXMAN SALES, LLC**, a Texas limited  
liability company,

Defendants.

**Case No.: 1:22-cv-24270-DPG**

**DECLARATION OF KENDALL RAISBECK**

Kendall Raisbeck declares and states as follows:

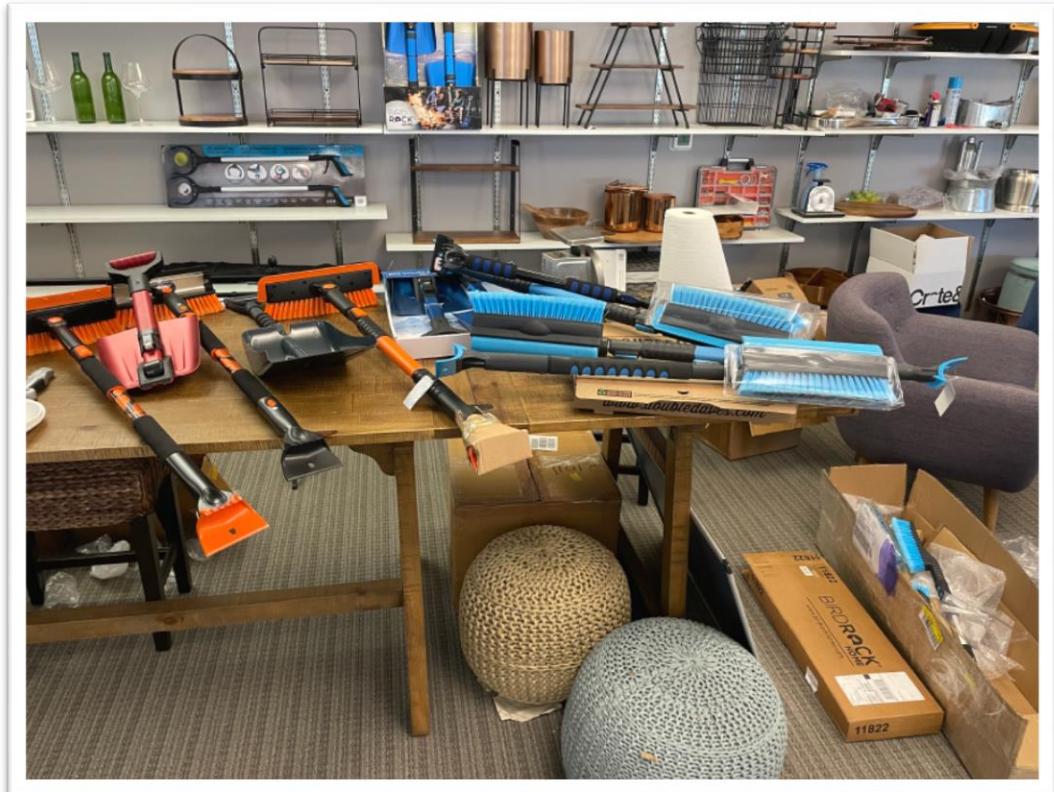
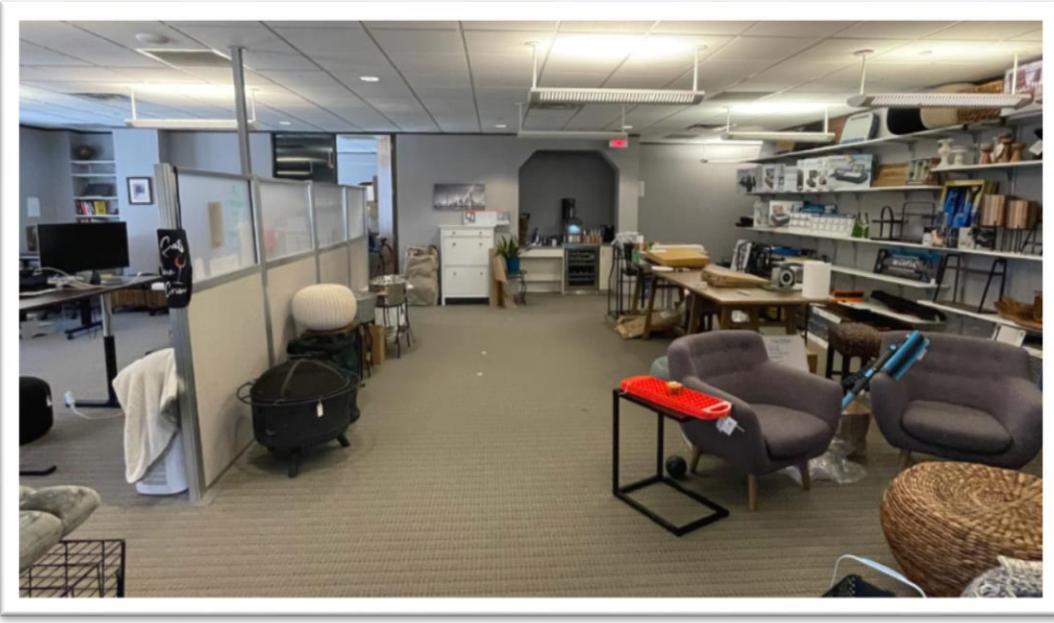
1. I serve as the Controller at Waxman Sales, LLC ("Waxman Sales"). I have worked at Waxman Sales since 2018.
2. I have a Master of Science (MS) and Bachelors of Business Administration (BBA), Accounting from Texas A&M University. I am also a Certified Public Accountant.
3. Waxman Sales sources, develops and sells an extensive array of high quality consumer products for the home, garden, automobile, and garage. Many of these products may be viewed on Waxman Sales' public-facing website at <https://www.birdrockhome.com/>.
4. Waxman Sales does business on Amazon.com and elsewhere under the name "BirdRock Home." Waxman Sales operates several storefronts on Amazon.com, including storefronts called "BIRDROCK HOME Store" and "Snow MOOver Store."

**Location of Waxman Sales**

5. Waxman Sales has its home office in Austin, Texas. Waxman Sales has product warehouses (*i.e.*, fulfillment centers) in Reno, Nevada; Louisville, Kentucky; and Breinigsville, Pennsylvania.



6. Above is a depiction of the front door to the office building in Austin in which Waxman Sales' home office is located.



7. Above are two pictures showing the interior of Waxman Sales' home office in Austin. These two pictures were taken on Saturday, February 4, 2023. Several of Waxman Sales' snow removal products are shown in the second picture.

8. Waxman Sales does not have any places of business located in Florida. Waxman Sales does not have any employees or contractors in Florida.

**Sales on Amazon.com**

9. In 2022, Waxman Sales sold approximately 939 different consumer items on Amazon.com, include several different snow brush products.

10. Since around October of 2017, Waxman Sales has been selling one particular snow brush on Amazon.com entitled “Snow Brush with Detachable Ice Scraper for Car | 11’ Wide Squeegee & Bristle Head | Size: Car & SUV | Lightweight Aluminum Body with Ergonomic Grip | Windshield Paint Safe.” This snow brush has ASIN **B076PVN38H**, where “ASIN” stands for Amazon Standard Identification Number. Each product sold on Amazon.com has a unique ASIN. A picture of this particular snow brush is shown below:



The listing for this Waxman Sales product on Amazon.com is found at:

<https://www.amazon.com/Snow-Moover-Extendable-Squeegee-Scraper/dp/B076PVN38H>.

12. On or shortly after January 24, 2023, we learned that a third party had apparently submitted patent infringement complaints to Amazon.com against two of Waxman Sales' snow brushes: the above-mentioned ASIN B076PVN38H, and in addition, a snow brush with ASIN B09J76YGT5.

The screenshot shows the 'Product Policy Compliance' section of the Amazon Seller Central interface. It displays a summary of policy violations, account health rating, and a detailed list of impacted items. Two items have been removed due to patent infringement.

Reason	Date	What was impacted?	Action Taken	Account Health Rating Impact	Next Steps
Patent Infringement	Jan 24, 2023	Snow MOOver 39" Extendable Snow Brush with Detachable Ice Scraper for Car   11" Wide Squeegee & Bristle Head   Size: Car & SUV   Lightweight Aluminum Body with Ergonomic Grip   Windshield Paint Safe ASIN: B076PVN38H	Listing removed	High	<a href="#">Submit appeal</a> <small>Status: Your submission is required.</small>
Patent Infringement	Jan 24, 2023	BIRDROCK HOME 58" Extendable Snow Brush with Detachable Ice Scraper for Car   11" Wide Squeegee & Bristle Head   Size: Truck, Car, SUV, & RV   Lightweight Aluminum Body with Ergonomic Grip ASIN: B09J76YGT5	Listing removed	High	<a href="#">Submit appeal</a> <small>Status: Your submission is required.</small>

13. Above is a screen shot from Waxman Sales' portal with Amazon.com, showing that Amazon.com had removed the listing for these two items.

14. Normally, Amazon.com pays Waxman Sales every two weeks for the sales of Waxman Sales' products, providing a statement with the amount of money that will be transferred on a Friday, and then making a payment that is received by Waxman Sales on the following Tuesday. Waxman Sales is highly reliant on this payment schedule in order to fund its operations.

15. On Friday, February 3, 2023, Waxman Sales learned from Amazon.com that Amazon.com was withholding a payment of \$785,115.03 by reason of this lawsuit. Normally, this payment would be received and available for use by Waxman Sales by Tuesday, February 7, 2023.

16. Below is a screenshot February 5, 2023 from Waxman Sales' portal with Amazon.com, showing funds in the amount of \$785,115.03 to be unavailable. Prior to February 3, 2023, Waxman Sales had no reason to believe that it had been named in any lawsuit.

Transactions for statement period 1/20/2023 – 2/3/2023								Invoiced Order Payment Settings	Download	▲	
Date	Transaction type	Order ID	Product Details	Total product charges	Total promotional rebates	Amazon fees	Other	Total			
2/3/2023	Unavailable balance	---	Current Reserve Amount	\$0.00	\$0.00	\$0.00	-\$785,115.03	-\$785,115.03			
2/3/2023	Order Payment	114-4922149-5442641	Internet's Best Premium Utility Knife - ...	\$14.68	\$0.00	-\$6.44	\$0.00	\$8.24			
2/3/2023	Order Payment	113-3954250-5481814	Internet's Best Premium Utility Knife - ...	\$14.68	\$0.00	-\$6.44	\$0.00	\$8.24			
2/3/2023	Order Payment	113-3954250-5481814	Internet's Best Tool Belt (Customer Return)	\$14.68	\$0.00	-\$6.44	\$0.00	\$8.24			

17. Had the \$785,115.03 in funds not been released, there was an extreme risk that Waxman Sales would have been unable to continue paying its vendors the money they are owed for its thousand or so various products. There was also a risk that Waxman Sales would not be able to continue designing and sourcing new products to sell for the future of the company. There was also a risk that Waxman Sales would not have been able to make payroll for its personnel, including 43 citizens of the United States (inhabiting 5 states), 9 people in China, and 4 people in Philippines, all of whom might not receive the money they rely on to support themselves and their families.

18. In light of the magnitude of the funds that Amazon.com was withholding and its threat to the financial well-being of Waxman Sales, it was necessary to retain outside counsel. I began working with outside counsel from the law firm of K&L Gates during the afternoon of Friday, February 3, 2023.

19. On or about Tuesday, February 7, 2023, I learned from Waxman Sales' portal with Amazon.com that Amazon.com was no longer withholding the previously mentioned \$785,115.03 in funds. Unfortunately, however, at that point, Waxman Sales' portal with Amazon.com indicated that the previously withheld \$785,115.03 funds had apparently been

moved to the next billing cycle by Amazon.com, such that these funds will not be sent to Waxman Sales and available for use until Tuesday, February 21, 2023.

20. This delay would have caused extreme financial hardship to Waxman Sales. Accordingly, various persons within Waxman Sales, including myself and Adam Waxman, continued our efforts to get these funds more quickly released to Waxman Sales.

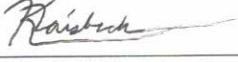
21. During the afternoon of Thursday, February 9, 2023, I learned that Amazon.com had initiated payment to Waxman Sales.

22. I estimate that in total, I spent about 54 hours dealing with issues caused by this lawsuit, including initially investigating the cause of the withheld payment, working with attorneys on various topics, compiling and reviewing data from our ERP software and Amazon.com portal, calling and emailing various contacts at Amazon.com for assistance, and attempting to plan for the possibility that the frozen \$785,115.03 in funds might not be available for use by Waxman Sales for an extended time period. This time could have better been spent on other tasks that would have been financially beneficial to Waxman Sales.

23. I am over the age of 18 and am competent to make this Declaration. I have personal knowledge of the matters stated herein.

I declare under penalty of perjury that the foregoing is true and correct.

Executed within the United States on March 8, 2023.

  
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Kendall Raisbeck